



## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Services IAW PWS (Section C) CPFF Base Period (Three Years) FOB: Destination	1	Lot		\$15,915,781.97
ESTIMATED COST					(b)(4)
FIXED FEE					
TOTAL EST COST + FEE					\$15,915,781.97

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data IAW Attached CDRL, Exhibit A		Lot		NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Services IAW PWS (Section C) CPFF Option I (Two years from date of exercise) FOB: Destination	1	Lot		\$11,390,167.19
ESTIMATED COST					(b)(4)
FIXED FEE					
TOTAL EST COST + FEE					\$11,390,167.19

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lot		NSP
OPTION	Data IAW Attached CDRL (Exhibit A)				

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#### **5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)**

FIXED FEE: Base Period Fee – See CLIN 0001; Option Period Fee – See CLIN 0003. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to    percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause. In the event of discontinuance of the work in accordance with clause of this contract entitled “Limitation of   ”, the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

\*To be determined at the Task Order level. The allowable fee percentage will be negotiated at the Task Order level.

\*\*To be determined at the Task Order level. If the task order is fully funded, insert “Cost.” If the task order is incrementally funded, insert “Funds.”

#### **5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)**

As referred to in paragraph (b) of the “Indefinite Quantity” clause of this contract, the contract minimum quantity is a total of \$10,000 worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

(End of clause)

## Section C - Descriptions and Specifications

The work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWAR SYSTEMS CENTER PACIFIC  
Code 53824  
C4ISR Information Assurance and Security Engineering

### 1.0 Scope

The Space and Naval Warfare Systems Center Pacific (SSC Pacific) Code 538 Integrated Command, Control and Intelligence (C2I) Engineering Division provides a number of information assurance (IA) and security engineering-related services to its Department of Defense (DoD) and Department of Homeland Security (DHS) customers. This performance work statement defines the task requirements and materials to support the performance of these services. It should be noted that the terms information assurance and cybersecurity are used interchangeably throughout this Performance Work Statement.

### 1.1 Background

The Defense Information Systems Agency (DISA), in coordination with the National Security Agency (NSA) and the Services and Agencies throughout the DoD, has developed a standard process to minimize the risks associated with non-standard security implementations across shared infrastructure and end systems. The DoD Intelligence Information System (DoDIIS) Certification and Accreditation Process, the DoD Information Assurance Certification and Accreditation Process (DIACAP), the Common Criteria Guidelines, and the corresponding Committee on National Security Systems (CNSS) and National Institute of Standards and Technology (NIST) Guidelines for non-DoD systems integrate security directly into the system lifecycle and are designed to be applied uniformly across the DoD.

As the requirement for ensuring system and network security for all DoD, Coast Guard, and NSA Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) systems becomes more critical in today's threat-rich environment, and the mandate for all systems to be accredited before they can be put into operational use continues to be enforced, the need for sources of security expertise has grown significantly. This growth has led to a shortage of qualified security specialists who are not only experts in all aspects of network security, but also experienced in the application of that expertise to the unique challenges and constraints of ensuring the security of C4ISR systems operating in a classified environment. In response to this need, the SSC Pacific Integrated C2I Engineering Division has established a team of highly trained professionals with a depth and breadth of experience to meet the needs of the C4ISR community. This performance work statement supports the team.

### 2.0 Applicable Documents

CCMB-2009-07-004, Common Methodology for Information Technology Security Evaluation, Version 3.1, Revision 3, Final, July 2009

Department of Defense Directive 8570.01 M Information Assurance Workforce Improvement Program, Incorporating Change 3, 24 January 2012

Department of Defense Instruction 8500.2, Information Assurance Implementation, 6 February 2003

Department of Defense Instruction 8510.01, Department of Defense Information Assurance Certification and Accreditation Process (DIACAP), 28 November 2007

Department of Navy Chief Information Officer Memorandum (DON CIO) 02-10, Information Assurance Policy Update for Platform Information Technology (IT), 26 April 2010

Department of Navy Policy on Digital Product/Technical Data, ASN RD&A memo of 23 Oct 2004

Federal Information Security Management Act (FISMA) of 2002, Public Law 107-347, Section III, December 2002

Intelligence Community Directive 503, Intelligence Community Information Systems Security, Risk Management, Certification and Accreditation, 15 September 2008

Joint Department of Defense Intelligence Information System (DoDIIS)/Cryptologic SCI Information Systems Security Standards, Revision 3, 11 April 2003

National Institute of Standards and Technology Special Publication 800-37, Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach, February 2010

National Institute of Standards and Technology Special Publication (NIST-SP) 800-53 Rev. 3, Recommended Security Controls for Federal Information Systems and Organizations, August 2009

National Institute of Standards and Technology Special Publication (NIST-SP) 800-53A Rev. 1, Guide for Assessing the Security Controls in Federal Information Systems and Organizations, Building Effective Security Assessment Plans, Jun2 2010

Office of the Chief of Naval Operations Instruction OPNAVINST F3300.53C, Navy Antiterrorism Program

### **3.0 Specific Development and Support Tasks**

The task areas below shall be performed by DoDD 8570.01-certified personnel on US Navy, Army, Marine Corps, NSA, Coast Guard C4ISR Systems, and other Federal Government information systems. These systems include, but are not limited to, the US Coast Guard's Shipboard Command and Control System (SCCS), Coast Guard Command and Control System (CG-C2), SeaWatch, Domestic SEI (Specific Emitter Identification) Intelligence Cycle Toolset (DSIC Tools), Shore-based Intelligence and C2 Systems, Maritime Security Cutter Large (WMSL), High Endurance Cutter (WHEC), Medium Endurance Cutter (WMEC), Fast Response Cutter (FRC), Long Range Surveillance Maritime Patrol Aircraft (LRS MPA), Medium Range Surveillance Maritime Patrol Aircraft (MRS MPS), and related support assets. Performance of these tasks also requires extensive, in-depth, demonstrated knowledge of command and control systems, Cross Domain Solution technologies, and secure wireless technology.

#### **3.1 TASK 1 – Generate Common Criteria/DIACAP Documentation for C4ISR Systems**

This task comprises the activities necessary to generate the documentation required to meet DIACAP, and/or Common Criteria certification and accreditation requirements for C4ISR systems. This effort shall include the following specific subtasks:

Generation of the System Security Authorization Agreement (SSAA) – develop an SSAA document or the DIACAP documentation package that meets all DoD and DISA requirements and is tailored to a specific C4ISR system.

Generation of a Risk Assessment.

#### **3.2 TASK 2 – Perform Security Certification Test and Evaluation of C4ISR Systems**

This task comprises all activities required to perform a Certification Test and Evaluation of a C4ISR System. Specifically, it includes

Generation of Security Certification Test and Evaluation (CT&E) Plan – generate a CT&E Plan that is designed to test the capability of the C4ISR system implementation to eliminate or mitigate the potential security vulnerabilities. The Plan must meet all DIACAP requirements and must ensure that all system security vulnerabilities are demonstrated.

Conducting a Certification Analysis – perform a detailed certification analysis of the software associated with each of the C4ISR system components. Certification analysis is the process activity that determines if the IT system is ready to be evaluated and tested. The analysis shall include system architecture analysis, software design analysis, network connection rule compliance analysis, integrity analysis of integrated products, life-cycle management analysis, and vulnerability assessment. Based on this analysis, identify security vulnerabilities resulting from the software development tools used, operating system deficiencies, and the actual software implementation. Also validate the Commercial Off-The-Shelf (COTS) and Government-Off-The-Shelf (GOTS) products used in the system design to assure that they have been integrated properly and that their functionality meets the security needs of the system. COTS products include all Operating Systems components (Windows NT/2000/XP/2003/2008/Vista/7, HP UX, SOLARIS, LINUX, Mac OS) and system device drivers.

Performing software component level security performance testing and system level vulnerability scanning against the C4ISR system workstations, servers, switches and routers based on the SSAA plan generated in Task 1 - 3.1(a). The testing will include evaluating compliance with DISA Security Technical Implementation Guides (STIGs), performing Security Readiness Reviews (SRRs) for the Operating Systems and applications, performing automated scans using DISA Secure Content Automation Protocol (SCAP) benchmarks, performing automated scans using the Assured Compliance Assessment Solution (ACAS) and other Government-approved tools, and performing manual inspections. In addition, other custom security evaluation tools may be used to assess the quality of the system lockdown and the security of the external interfaces.

Generation of a Certification Test and Evaluation Report.

### **3.3 TASK 3 – Perform System Security Test and Evaluation (ST&E) of C4ISR Systems**

This task comprises all activities required to perform a System-level Security Test and Evaluation of a C4ISR System. Specifically, it includes

Generation of Security Test and Evaluation (ST&E) Plan – generate an ST&E Plan that is designed to test the security performance of the C4ISR system in its operational environment and ensure compliance with all applicable STIGs. The Plan must meet all Certification and Accreditation requirements and must ensure that all system security vulnerabilities are demonstrated.

Conducting Security Test and Evaluation – perform on-site, system-level security testing in the system’s operational environment. The testing will include evaluating compliance with DISA STIGs, performing SRRs for the Operating Systems and applications, performing automated scans, tests, and analysis using DISA SCAP benchmarks, performing automated scans using the Assured Compliance Assessment Solution (ACAS) and other Government-approved tools, and performing manual inspections. In addition, other custom security evaluation tools may be used to assess the quality of the system lockdown and the security of the external interfaces. Additionally, other security tasks such as the assessment of the system’s physical security shall be performed.

Generation of a System Security Test and Evaluation Report.

This task also comprises full-spectrum Blue, Green, White, and Red Team support, as well as assessing vulnerabilities and/or deficiencies of cyber warfare capabilities to the latest threats emanating from adversaries and other malicious sources, identifying solutions and/or trade-offs to correct any deficiencies.

### **3.4 TASK 4 – Perform Security Control Evaluation and Platform IT Determination of C4ISR Systems**

This task comprises all activities required to perform security control evaluations of DoD and other Federal Government information systems, and a Platform IT determination. Specifically, it includes

Conducting an evaluation of the implementation of security control requirements per NIST SP 800-53 and DoDI 8500.2, using documented validation guidance (e.g. NIST SP 800-53A, DIACAP Knowledge Service IA Control Validation Procedures, etc.) and/or automated tools, such as IAVAAssure.

Generation of a security control validation report.

Conducting a Platform IT determination analysis and assessment of an information system according to the DON CIO Memo 02-10.

Generation of a Platform IT determination checklist.

### **3.5 TASK 5 – Perform Department of Defense Intelligence Information System (DoDIIS) Certification and Accreditation**

This task comprises the activities required to generate the required documentation and perform all required testing to meet the DoDIIS INFOSEC Program system certification and accreditation requirements in accordance with Intelligence Community Directive 503, Intelligence Community Information Systems Security, Risk Management, Certification and Accreditation. This effort shall include the following specific subtasks:

Generation of the Documentation Package – develop a documentation package that meets all DoDIIS INFOSEC requirements and is tailored to a specific system or site as appropriate.

Support of all four phases (Definition, Development and Verification, Validation and Testing, and Post Accreditation) of the DoDIIS System Certification and Accreditation Process.

### **3.6 TASK 6 – Provide Prevention/Recovery/Investigative Services**

This task comprises performance of network security assessments, and the development and implementation of network protection plans. The contractor shall conduct assessments using the automated toolset identified in Tasks 2 and 3 and shall include a detailed analysis. The types of assessments shall include Network Intrusion Detection, monitoring of network throughput, efficiency, and loading, and evaluation of network integrity, security, and information protection. The focus of the assessments shall be the identification of specific potential vulnerabilities existing in the network infrastructure and detailed recommendations for the elimination or mitigation of these vulnerabilities.

This task shall include providing all necessary services for recovering networks that have been victims of network attacks. The contractor shall use the network security toolset to identify the source and nature of the attack and shall perform the activities required to eliminate the problem and restore the network to its operational state.

This task shall also include the performance of digital investigative services and analyses required to identify risks to the organization based on the activities occurring on the network. This effort will focus on identifying activities such as the improper use of Government assets and the improper handling of sensitive or classified information. The contractor shall use Government-approved tools to conduct these investigations. The contractor shall create and secure network monitoring platforms to identify and monitor targets. The contractor shall identify the nature and sources of any problems as part of the analyses. The contractor shall also identify the features of the network configuration that enabled the problem to occur and provide recommendations for preventing future occurrences.

### **3.7 TASK 7 – Provide Network Security Engineering Services**

This task comprises the performance of security engineering-related technical consultation to include expert assessment of access control systems and methodology, application and file security, security practices, hostile intrusion detection and prevention, logical and physical security, cross-security boundary guards and interfaces, servers (enterprise, distributed, network), public key infrastructure, network architecture, information assurance (authentication and integrity), and virtual private networks. These engineering efforts shall include support of system design reviews for systems incorporating any of these technologies or having any security requirements, evaluation of system integration strategies with respect to security impacts, and recommendation of design approaches to address system vulnerabilities. This effort shall cover the security of applications and systems from test environment to operational environment, for both systems and networks.

### **3.8 TASK 8 – Software Development and Prototyping (and Documentation)**

This task comprises the performance of specifying, designing, developing, coding, testing, integrating and documenting software modules systems and subsystems to provide new functional capabilities and improve existing



information assurance posture. This effort includes performing reverse engineering of software components and systems to support vulnerability and exploitation analysis. The functions to be implemented include the full spectrum of information assurance and cyber warfare. The performance of this task will adhere to open standards and modern software development methodologies, including what is considered 'best' practices by the industry. This task also includes rapid prototyping to meet time critical requirements, and the development of software documentation (Software Design Document, Software User's Manual, Data Flow Description, etc.)

### **3.9 TASK 9 – Provide Cross Domain Analysis and Evaluation Services**

This task comprises the performance of security engineering design support, product evaluation, and device certification for Cross Domain Solutions (CDSs) to include the evolving Very Low Attack Risk (VLAR) CrossDomain Process. This effort will focus on identifying and recommending DISA-approved products that can be incorporated into systems that require the spanning of multiple security domains, development of certification packages to obtain approval for multi-level security connections, evaluating CDS products for specific applications, and conducting security assessments of systems using CDSs.

### **3.10 TASK 10 - Provide Information Assurance Planning, Coordination and Evaluation Services**

This task comprises the efforts to provide Information Assurance policy recommendations for Programs and organizations supported under this effort, acting as a liaison between Program Offices and accreditation authorities, providing IA-related inputs to acquisition programs, developing IA test plans, analyzing compliance with weapon system certification (where appropriate), and performing special studies and generating point papers on specific IA issues including, but not limited to, policy impacts, product evaluations, and IA processes.

### **3.11 Software Development Plan (SDP)**

The Contractor shall define a software development approach appropriate for the work to be performed under this PWS. The Contractor shall document this approach in a Software Development Plan (SDP) consistent with the terms of this PWS. The Contractor shall perform all applicable work in accordance with the Contractor's Government-approved SDP.

## **4.0 Deliverables**

Data deliverables shall have been reviewed in accordance with "DON Policy on Digital Product/Technical Data, ASN RD&A memo of 23 Oct 2004," and as specified in the CDRL for the individual delivery/task orders.

## **5.0 Travel**

Travel will be required as per individual task orders.

If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC Pacific Integrated C2I Engineering Division foreign travel team for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel, to initiate the release of a clearance message at least 40 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure. Note: Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website contact [ssc\\_fortrav@navy.mil](mailto:ssc_fortrav@navy.mil). SERE 100.1 Level A Code of Conduct training is also required prior to OConus travel for all personnel. SERE 100.1 Level A training can be accessed at <https://www.nko.navy.mil>. Other specialized training for specific locations may also be required contact the SSC Pacific Integrated C2I Engineering Division foreign travel team.

## **6.0 Materials**

Materials will be required as per individual task orders.

## **7.0 Place of Performance**

Tasks shall be performed at the contractor's facilities, at SSC Pacific Integrated C2I Engineering Division, 700 Robbins St., Philadelphia, PA, on-site at tenant locations (Moorestown, NJ, San Diego, CA, Washington D.C.,



Portsmouth, VA, Alexandria, VA, Arlington, VA, Quantico, VA), and at locations of the C4ISR systems and associated technical meetings. Because of the quick-turnaround response required on these tasks and the close coordination with the Government team members, the contractor must have a facility located within approximately two-hour commute time of the 700 Robbins St. location. A subcontractor facility would be acceptable vice the prime contractor facility, such as the subcontractor facility is within an approximately two-hour commute as previously stated and the subcontractor can support the requirements as detailed in the PWS. This local contractor/subcontractor facility must include a T&E network capable of performing the tasking identified in paragraphs 3.2, 3.3, 3.6, 3.7, and 3.8 of the PWS. The T&E network must be in place prior to the Government awarding any task orders to the contractor for corresponding effort.

#### **7.1.1 Government Furnished Equipment/Information (GFE/GFI)**

None anticipated at this time. If required, GFE/GFI will be identified under individual task orders.

#### **7.1.2 Security Clearance**

The nature of this task requires access to Top Secret information. Some tasks shall require personnel with TOP Secret/Sensitive Compartmented Information (SCI) clearances. The work performed by the Contractor will include access to unclassified and up to Top Secret data, information, and at times spaces. The Contractor will be required to attend meetings classified up to the Top Secret level. Contractor will be required to access Confidential/SECRET COMSEC, SIPRNET, and JWICS. The contractor shall be NATO briefed and complete the derivative classification training prior to being granted access to SIPRNET; training is provided by the facility security officer.

NATO information: This means information/documents belonging to, and circulated by, the North Atlantic Treaty Organization (NATO). Access to NATO information requires a (Interim or Final) U.S. government clearance at the appropriated level and a special briefing. The special briefing is provided by the contracting company's facility security officer. Prior approval from the contracting activity's NATO Control Officer (NCO)/Alternate (CODE 83310, 619-553-3005/3191) is required before the prime contractor or the subcontracting facility can be granted access to or store NATO material at their facility no exceptions for this contract.

The SSC Pacific NCO/Alternate have reviewed the requirement support this contractual obligation and have approved the review to the prime contractor that in performance of SYSTEM ADMIN duties on SIPRNET the contractor may come into contact with NATO Secret information.

As required by NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the COR/TPOC, Contracting Specialist, and the Security's COR along with notifying the appropriate agencies such as CSA, CSO, or DODCAF when related to the denial, suspension, or revocation of a security clearance of any assigned personnel, any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

#### **7.1.3 Operations Security**

All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD254.

#### **7.1.4 Resources**

Contractor must have access to a test and evaluation network, capable of performing the tasking identified in paragraphs 3.0 of the PWS, with a minimum of five dedicated workstations and two servers at a local facility. The Government does not anticipate providing the workstations or servers at the contractor facility. Contractor shall ensure that workstations, servers, and all applicable elements of the test and evaluation network in use are original, new, Trade Agreement Act (TAA) compliant products, and that subject products are eligible for all manufacturer

warranties and other ancillary services provided by the manufacturer. The contractor shall ensure that no grey market items are being used, therefore mitigating vulnerabilities to the systems and network security.

#### **7.1.5 Certifications**

All personnel must meet the requirement for DoDD 8570.01 certification at the time of contract award.

#### **7.1.6 Information Assurance / Cyber Security Workforce**

If applicable, required IA workforce categories, levels, training, and certifications will be provided at the task order level.

The Contractor shall ensure that personnel accessing information systems have the proper and current IA certification to perform IA functions identified in the technical requirements section of this PWS in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet applicable information assurance certification requirements, including (a) DoD-approved IA workforce certifications appropriate for each specified category and level and (b) appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M. Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

If applicable at the task order level, the contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions, reporting current IA certification status and compliance using CDRL Contractor Roster, DI-MGMT-81596 in the format prescribed by the COR.

#### **7.1.7 Performance Requirements**

Contractor performance will be monitored in accordance with the task order Performance Requirement Summary.

#### **8.0 Enterprise Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract will be provided at the task order level.

Details about ECMRA can be found at NMCARS 5237.102(90)  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance/nmcars](https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars).

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#### **5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 involves access to and handling of classified material up to and including **TOP SECRET**.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer **SCC PACIFIC CODE 83310**.

(End of clause)

## **5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (SEP 2014)—ALTERNATE II**

The order procedures below are provided for informational purposes only. The actual procedures (including response times) may vary according to individual order circumstances.

(a) *Multiple Award Contract (MAC) Ordering Procedures.* It is anticipated that each competitive order will be placed in accordance with the following procedures:

In accordance with FAR 16.505(b)(2)(i)(F), the Government may set aside the competition for orders for small business concerns should the Government determine that the “rule of two” applies (see FAR 19.502-2). If there is only one small business awarded a prime MAC contract (along with large business MAC awardees), then the contracting officer also reserves the right to noncompetitively award an order to that small business concern.

(1) *Requirements Documentation.* Upon identification of a requirement, the cognizant technical code will develop a draft Performance Work Statement (PWS)/Statement of Work (SOW) and other requirements documents (e.g., Contract Data Requirements List (CDRL)) consistent with the technical requirements of this contract and the specific effort. Both level-of-effort (term) and completion type orders may be issued under this contract. Each order will include the order type deemed appropriate by the Government.

(2) *Draft RFP\*.* The contract specialist will issue a draft Request for Proposals (RFP) to all MAC contractors\*\* which will include, at a minimum, the draft PWS/SOW, anticipated CDRL data items, and the anticipated selection procedures for the order. Contractors are strongly encouraged at this stage to ask questions pertaining to the draft RFP, such as regarding the Government’s evaluation strategy, and to provide comments that could potentially help the Government improve the procurement. The time allotted for the submission of questions and/or comments is typically 2 to 5 business days.

\*The Government may choose to skip the “Draft RFP” step altogether. In those instances, however, the contractors will still be allowed a question and answer period which will be identified in the RFP.

\*\*Since correspondence is conducted via email, all MAC awardees are strongly encouraged to provide more than one email address to the Government to ensure that multiple contractor POCs receive the Government’s emails. The Government reserves the right to not include large business prime contractors on correspondence relating to orders set aside for small business.

The Government desires more than one offeror to submit a proposal for each order. Contractors are strongly encouraged to provide a preliminary decision as to whether or not they intend to submit a proposal in response to the final RFP. Should a contractor decide not to submit a proposal for the order, the Government may request the contractor to provide documentation to the Government indicating the reason(s) why no proposal is being submitted. Additionally, the contractor is strongly encouraged to indicate if additional time to respond to the final RFP would cause the contractor to submit a proposal, and if so, how much additional time would be required. This initial propose/no-propose decision is strongly encouraged and is due no later than the deadline for questions and/or comments in response to the draft RFP.

(3) *Final RFP.* After the submission time for questions/comments in response to the draft RFP has expired, the Government will issue a final RFP which will contain the finalized requirements documents and

selection procedures for the order. All eligible MAC awardees, even those that conveyed intent to not propose, will receive the final RFP. If there were any questions submitted during the draft RFP phase, at the Government's discretion, pertinent questions and answers (properly sanitized of proprietary information) will be distributed to all eligible MAC contractors along with the final RFP. The time allotted for the submission of proposals is typically 5 to 10 business days.

Contractors that provided an intent-to-propose at the draft RFP stage, and then subsequently decide NOT to submit a proposal, are strongly encouraged to provide the same level of detail as identified above regarding why they are choosing not to submit a proposal. Any subsequent propose/no-propose decision that conflicts with the initial propose/no-propose decision are strongly encouraged to be submitted to the Government as early as possible.

(4) *Source Selection Procedures.* For a given order, the selection procedures will be based on a best value process, whether allowing for a tradeoff process (see FAR 15.101-1) or a low price/cost, or lowest price technically acceptable process (see FAR 15.101-2); however, in accordance with FAR 16.505(b)(1)(ii), FAR 15.3 will not apply. Each RFP will provide instructions to the MAC contractors as to the specific procedures for responding to the RFP and describe what information shall be presented to the Government in order to be considered for award of the order. The Government reserves the right to clarify certain aspects of one or more of the proposals, without contacting all offerors, unless such communication is used to materially alter the technical or cost elements and/or otherwise revise the proposal.

(5) *Evaluation and Award.* The Government will evaluate proposals and make award based on the evaluation criteria set forth in the final RFP. Once an offeror's proposal has been selected for award, a DD Form 1155 will be executed by the Contracting Officer and sent to the contractor via e-mail or facsimile as notice to begin work. The contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services, or other authorization by the Contracting Officer.

Within a reasonable amount of time (usually within 1 business day) after order award, the name of the awardee and the total value of the order will be provided to all MAC contractors.

(b) *Non-Competitive Ordering Procedures.* It is anticipated that each order awarded to a single award contractor, or to a MAC contractor when a Contracting Officer-approved exception at FAR 16.505(b)(2)(i)(A) through (F) applies, or when making a Contracting Officer-approved award to a small business as outlined above, will be placed in accordance with the following procedures:

(1) *Requirements Documentation.* Upon identification of a requirement, the cognizant technical code will develop a draft PWS/SOW and other requirements documents (e.g., CDRL) consistent with the technical requirements of the effort. Both level of effort (term) and completion type orders may be issued under this contract. The PWS/SOW will include the order type deemed appropriate by the Government.

After both parties have reached agreement regarding the technical requirements of the PWS/SOW, the contractor and the Contracting Officer's Representative (COR) shall sign and date the final document to signify their common understanding of the order requirements.

(2) *Cost Estimate\*.* Typically within 1 to 5 business days after signing the PWS/SOW, the contractor will submit to the contract specialist and the COR/COR Support Manager (CSM) a complete cost estimate. The cost estimate shall contain the following information to enable the Contracting Officer to make a determination of cost/price reasonableness:

(i) Individually listed labor categories, direct labor hours, and unburdened hourly labor rates for each labor category. Unless proposing a new labor category not listed in the basic contract, all proposed labor categories should either exactly match, or be mapped to the labor categories identified in the basic solicitation.

(ii) Other Direct Cost (ODC) cost information shall include identification of: 1) material (consumable and non-consumables) purchase description and amount; 2) summary of travel costs to include identification of number of travelers, destination, and duration for each trip and 3) other direct costs not separately identified.

(iii) Actual indirect rates used and note their application.

(iv) Show totals for individual cost elements, as well as the overall total for hours, estimated cost, and cost plus fee. Identify the average hourly labor rate for the overall proposal (computed by dividing total fully burdened labor cost by total labor hours).

(v) If applicable, subcontractor costs, names of subcontractor(s) and type of subcontract(s).

(vi) For proposed personnel, identify the fully burdened hourly labor rate inclusive of all applicable indirect costs and fee.

***\*These cost estimate elements apply to both competitive and non-competitive orders.***

(3) *Cost Evaluation and Award.* Once the Contracting Officer has reviewed and accepted the contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer and sent to the contractor via e-mail or facsimile as notice to begin work. The contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services, or other authorization by the Contracting Officer. As necessary, the contract administrator or contracting officer will contact the contractor to negotiate costs or minor requirements details before a DD Form 1155 is executed.

(c) *Content.* All orders will include the following elements:

(1) Effective date of order

(2) Contract and order numbers

(3) Type of order (i.e., completion or level-of-effort-term)

(4) Estimated hours

(5) Estimated cost, fee or price

(6) Scope

(7) Inspection and Acceptance Terms

(8) Delivery and/or period of performance (PoP) dates

(9) Place of delivery or performance

(10) Accounting and appropriation data

(11) Other information as appropriate (e.g., COR Designation, Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423).

(12) Each order under a cost-reimbursement contract is deemed to include the clause at FAR 52.232-20 "Limitation of Cost" or 52.232-22 "Limitation of Funds," whichever is applicable.

(d) *Contractor Notification.* The contractor is responsible for immediately notifying the Contracting Officer of any difficulties in performing in accordance with the terms of the order.

(e) *Competition Advocate.* For this contract, the designated order ombudsman is the Navy Competition Advocate General (DASN (AP) as per NMCARS 5206.501). The ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for orders in excess of \$3,000, consistent with procedures in the contract. However, it is not within the designated ombudsman's authority to prevent the issuance of an order or to disturb an existing order. Contractors are encouraged to settle their complaints through the Competition Advocate chain of command, seeking review by the Competition Advocate at SSC Pacific, Code 20 (<http://www.public.navy.mil/spawar/Pacific/22000/Pages/ContactUs.aspx>) before taking complaints to the Navy Competition Advocate General.

(End of clause)

#### **5252.222-9201 WORK WEEK (SSC-PAC) (APR 2012)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center Pacific (SPAWARSYSCEN Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN Pacific unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN Pacific must work during the normal workweek. The following is a list of holidays observed by the Government.

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.



(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN Pacific hours are maintained both weeks.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

(End of clause)

#### **5252.223-9200 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008)**

(a) If performance of any work under this contract is required at a SPAWARSYSCEN Pacific facility, the Contractor shall contact the Safety and Environmental Office, Code 83500 at 619-553-5024 prior to performance of ANY work under this contract. *The purpose of contacting the Safety and Environmental Office is to obtain and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base.* **Safety and Occupational Health personnel cannot assume a regulatory role relative to oversight of the contractor safety activities and performance except in an imminent danger situation. Administrative oversight of contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.**

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWAR Systems Center Pacific facility where work is performed.

(End of clause)

#### **5252.227-9211 PROCEDURES FOR CONTROLLING TECHNICAL DOCUMENTS UNDER SPAWARSYSCEN PACIFIC CONTRACTS (NOV 2008)**

The Contractor shall comply with DOD Directive 5230.25 and the information provided herein when the Government provides the Contractor with technical data.

- (a) Location of distribution statement, export warning notice, and destruction notice (classified and unclassified technical documents).
  - (1) Standard written or printed material with covers and/or title pages: Statement(s) to be printed, typed, or stamped on the front cover and title page.
  - (2) Technical documents without covers or title pages: Statement(s) to be typed, printed, or stamped on the first page of the document.
  - (3) Deck of punched or aperture cards: Statement(s) to be typed, printed, or stamped on face of first and last card and on top of deck.
  - (4) Magnetic tape, cassette, or disk: Statement(s) to be typed, stamped, or printed on a label applied to outside of material. The first page of the resulting hard-copy report or computer printout is also marked with applicable statement(s).
  - (5) Microfilm: Statement(s) to be typed, stamped, or printed on outside of jacket or canister housing the material. The first page of the resulting hard-copy report or first frame is also marked with applicable statement(s). The headers for microfiche must carry an abbreviated version of the statement(s).
  - (6) Drawings: Applicable statement(s) to be typed, stamped, or printed near the title block.
- (b) Safeguarding of Unclassified, Limited-Access Documents (for classified documents see SSCPACINST 5500.1B).
  - (1) Normal working hours: Limited-access documents and those that have not yet been reviewed cannot be left unattended in work areas accessible to non-DoD employees.
  - (2) After normal working hours: Limited-access documents and those that have not yet been reviewed should be placed in locked files, desks, or similar containers. If this is not possible, locked offices or buildings are adequate.
  - (3) Additional guidance for safeguarding limited-access media processed by an IT system, activity, or network can be found in OPNAVINST 5239.1A.
- (c) Destruction of Unclassified, Limited-Access Documents. Destroy by any method that will prevent disclosure of contents or reconstruction of the material. Examples of such destruction methods follow:
  - (1) Printed document, deck of punched or aperture cards, computer printout, and drawings: Destroy by tearing each copy into pieces to preclude reconstruction and placing the pieces in regular trash containers or send to the Mail Room Branch for destruction.
  - (2) Magnetic tape, cassette, or disk: Destroy by erasing the magnetic storage media.
  - (3) Microfilm: Destroy by cutting into small pieces or send to the mailroom for destruction.
- (d) Safeguarding of Classified Documents: See SSCPACINST 5500.1B.
- (e) Destruction of Classified Documents: See SSCPACINST 5500.1B.

(End of specification)

## **5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)**

- (a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

**(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.**

(End of clause)

#### **5252.237-9601 KEY PERSONNEL (DEC 1999)**

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first **180** days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial **180** day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
(b)(4)	

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the

Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

#### Section D - Packaging and Marking

To be determined at the Task/Delivery Order level.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5                      Inspection Of Services Cost-Reimbursement

APR 1984



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 19-FEB-2015 TO 18-FEB-2018	N/A	N/A FOB: Destination	
0002	POP 19-FEB-2015 TO 18-FEB-2018	N/A	N/A FOB: Destination	
0003	POP 19-FEB-2018 TO 18-FEB-2020	N/A	N/A FOB: Destination	
0004	POP 19-FEB-2018 TO 18-FEB-2020	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## Section G - Contract Administration Data

Payment Instructions will be provided at the task order level.

## CLAUSES INCORPORATED BY FULL TEXT

## 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

- (a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

- (c) WAWF access. To access WAWF, the Contractor shall--

- (1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14, 52.232-7);

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0337
Issue By DoDAAC	N66001
Admin DoDAAC	S3101A
Inspect By DoDAAC	Not applicable
Ship To Code	Not applicable
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	HAA210 on all Interim Vouchers; HAA210 & S3101A on the Final Voucher
Service Acceptor (DoDAAC)	Not applicable
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	Not applicable
DCAA Auditor DoDAAC	HAA210
Other DoDAAC(s)	Not applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

At a minimum, insert the COR's email address (Note: The COR will be determined at task order level. Insert the COR email address for the particular task order).

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006.

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual\*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

\*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc.) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

(End of instruction)

**5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER'S REPRESENTATIVE

Name: \*

Code: \*

Address: \*

Phone Number: \*

E-mail: \*

\*To be determined at the Task Order level.

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

**5252.216-9210 TYPE OF CONTRACT (DEC 1999)**

This is a Cost Plus Fixed Fee (CPFF) contract.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

**5252.227-9213 PATENT MATTERS POINT OF CONTACT (OCT 2008)**

The Point of Contact regarding Patent Matters for this contract is:

OFFICE OF PATENT COUNSEL / CODE 360012  
SPAWARSYSCEN  
53560 HULL STREET  
SAN DIEGO, CA 92152-5001  
(619) 553-3001

Do not submit interim and final invention reports to this address. See the clause at 5252.227-9206 for the proper address.

(End of clause)



## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

**5252.204-9202 CONTRACTOR PICTURE BADGE (DEC 1999)**

(a) A contractor picture badge may be issued to contractor personnel by the issuing security office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at Government facility prior to completion of the picture badge request.

(b) An automobile decal will be issued by issuing security office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to issuing security office, a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

**5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004) (VARIATION)**

- (a) The Contractor's attention is directed to FAR Subpart 9.5 relating to Organizational Conflicts of Interest (OCI).
- (b) The Contractor represents that it will act in good faith and take reasonable steps to identify and disclose to the Contracting Officer any OCI, which exist or which may arise in the implementation of this contract, as soon as they become known or they should have become known to the Contractor. The Contractor represents that if it discovers an OCI or potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate the OCI.
- (c) The Contractor agrees to abide by the provisions of FAR 9.505-4 and will implement appropriate procedures for the proper handling and protection of third party proprietary and competition sensitive information to which it may be given access in the implementation of this contract.
- (d) By submitting a proposal in response to this solicitation, an offeror is representing that it and its proposed subcontractors are able to perform the work, as described in the Performance Work Statement, without violating any current contractual restraints regarding conflicts of interest. Current contract restrictions (i.e., FAR 9.507-2) that preclude or bar an offeror from performing work as described in the Performance Work Statement will render an offeror ineligible for award.
- (e) The Contracting Officer has determined that potentially significant OCI may arise due to the nature of the work the Contractor will perform under this contract. The potential OCI may arise out of the following work: preparing specifications, providing systems engineering and technical direction, providing of evaluation services, and obtaining access to proprietary information. Performance of some task/delivery orders under this contract or performance under other contracts may result in potential OCI; and that OCI would preclude the Contractor from being awarded task/delivery orders under this contract and future SPAWAR contracts unless the Contractor submits, and the Contracting Officer approves, an acceptable OCI Mitigation Plan. However, due to the broad scope of the tasking under this contract, it is not possible to sufficiently mitigate potential OCI at the basic contract level. Therefore, in the event potential OCI arise from task/delivery order requirements, the Government intends to implement this clause in the task/delivery order and resolve/mitigate these potential conflicts in accordance with paragraph (f) below.
- (f) The request for quote (RFQ) for each task/delivery order will require each offeror for that task/delivery order to assert that the requirement does not result in an OCI or submit an OCI Mitigation Plan with the RFQ response. At any point in the ordering process, the Contracting Officer may also identify a potential OCI. If the offeror does not assert that the requirement does not result in an OCI or the Contracting Officer identifies a potential OCI, then an OCI Mitigation Plan must be submitted in accordance with the following:
- (1) Government evaluation of OCI Mitigation Plans will not be part of the RFQ technical evaluation; however, failure to provide an acceptable mitigation plan shall make the offeror ineligible for award of the task/delivery order. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. This determination may not be appealed.
  - (2) Before the Government determines to withhold an award based on OCI considerations, the offeror will be notified and allowed reasonable opportunity to respond. The Government may provide feedback and concerns to the OCI Mitigation Plan and request additional information regarding the OCI Mitigation Plan or request changes to the OCI Mitigation Plan. A revised OCI Mitigation Plan may be submitted to address the Government's concerns.
  - (3) An OCI Mitigation Plan, if submitted, should address but not be limited to the following information:
    - Identification of the organizational conflict(s) of interest;

- How the company plans on identifying additional conflicts of interest and tracking potential conflicts of interest;
- If applicable, how source selection or proprietary information data will be physically or electronically safeguarded (e.g., locked files, safes, etc.);
- How the individuals working on the contract will be segregated from the rest of the work force and whether they will report through a separate chain of command;
- If applicable, data security measures, including whether computer workstations dedicated to the contract will be in separate, secure areas and require unique passwords for access;
- How the company handles improper disclosure of sensitive information and how improper disclosure of sensitive information is communicated to the Contracting Officer;
- How the OCI Mitigation Plan is included and enforced in all subcontracts, teaming agreements, and other agreements calling for performance of work under the contract;
- Training of personnel in their non-disclosure and procurement integrity responsibilities, and the penalties the company may impose if sensitive information is disclosed;
- If applicable, how the company obtains Non-Disclosure Agreements between it and Subcontractors as well as those signed by company employees;
- If applicable, how the company plans on protecting proprietary information of other companies (i.e., Company to Company agreements);
- If restrictions are required to avoid OCI issues, state the period of that restriction.

(4) Provided that an OCI Mitigation Plan is acceptable to the Government, the Contractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, Subcontractor or Consultant on future task/delivery orders or SPAWAR contracts. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(5) If the mitigation plan is approved, the Contractor shall implement the mitigation plan, and the mitigation plan shall be an attachment to the task/delivery order.

(g) If the Contractor was aware of OCI issues prior to an award of an individual task/delivery order or discovered OCI after award of the basic contract and/or task/delivery order, and the contractor fails to disclose them or misrepresents relevant information to the Contracting Officer, the Government may terminate the basic contract and/or the task/delivery order for default, seek to debar the Contractor from Government contracts, or pursue other remedies permitted by law or this contract.

(h) Unless the Contractor includes an acceptable Subcontractor provision in its mitigation plans, the Contractor shall apply this clause to any subcontract or consultant agreement. If Subcontractors or Consultants under this contract submit an OCI Mitigation Plan that is acceptable to the Government, the Subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, Subcontractor, or Consultant on future SPAWAR contracts.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such

approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)**

The following types of task or delivery orders may be issued under this contract:

A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.

A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)**

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### **5252.227-9206 SUBMISSION OF INTERIM AND FINAL INVENTION REPORTS AND NOTIFICATION OF ALL SUBCONTRACTS FOR EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK (OCT 2008)**

(a) This contract contains either FAR 52.227-11 "Patent Rights--Ownership by the Contractor" clause and DFARS 252.227-7039 "Patents--Reporting of Subject Inventions" or DFARS 252.227-7038 "Patent Rights--Ownership by the Contractor (Large Business)" clause, or FAR 52.227-13 "Patent Rights--Ownership by the Government" clause.

(b) Under these clauses, the Contractor is required to submit interim and final invention reports and notification to the Government of all subcontracts for experimental, developmental, or research work. The interim and final

invention reports and notification of all subcontracts for experimental, developmental, or research work may be submitted on DD Form 882 "Report of Inventions and Subcontracts."

(c) The Contractor shall submit interim and final invention reports and notification of all subcontracts for experimental, developmental, or research work, including negative reports, to:

CONTRACT CLOSEOUT / CODE 23100  
SPAWARSYSCEN PACIFIC  
53560 HULL STREET  
SAN DIEGO, CA 92152-5001

(d) The SPAWARSYSCEN Pacific Office of Patent Counsel, Code 360012, will represent the Contracting Officer with regard to invention reporting matters arising under the contract.

(End of clause)

#### **5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)**

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
  - (2) Access to Information is restricted to individuals with a bona fide need to possess;
  - (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
  - (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
  - (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.
- (End of clause)

#### **5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) ALTERNATE I (SEP 2001)**

##### **(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

##### **(b) General**



(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles.

When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) *has four or more wheels or is a motorcycle or moped.*

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).*

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

*In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.*

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).*

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).*

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

*In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).*

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

*In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.*

(End of Alternate I)

#### **5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

**5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)**

(a) Definition. As used in this clause, “sensitive information” includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

(End of clause)

#### **5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor’s facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer’s. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

(End of clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014



52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-16	Acquisition of EPEAT -Registered Personal Computer Products	JUN 2014
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	MAY 2014
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-23 Alt I	Assignment of Claims (May 2014) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997



52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7003	Notification of Potential Safety Issues	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$2,500**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **the total balance of the contract ceiling**;

(2) Any order for a combination of items in excess of **the total balance of the contract ceiling**; or

(3) A series of orders from the same ordering office within **one (1)** day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **one (1)** day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

## 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **all task orders issued during the ordering period have expired**.

(End of clause)

## 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days prior to the contract expiration**.

(End of clause)

## 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the ordering period of the contract: provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

## 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

## 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/offices/enforcement/ofac/terlist1.html). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/offices/enforcement/ofac/>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

## 52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Notwithstanding the language contained in paragraph (c), written consent from the Contracting Officer is required prior to entering into any subcontract over the simplified acquisition threshold that was not initially proposed.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

None

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.acquisition.gov/far/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at [http://www.dodig.mil/HOTLINE/hotline\\_posters.htm](http://www.dodig.mil/HOTLINE/hotline_posters.htm).

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

DHS Office of Inspector General, Attention: Office of Investigations Hotline, 245 Murray Drive SW, Building 410/Mail Stop 2600, Washington, DC 20528

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

#### 252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--



(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/Normontwikkeling/Certificatieschemas-en-keurmerken/Schemabeheer/ISOIEC-15459.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description

None

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(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
None	

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(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number N/A.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number N/A.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique

identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number (if there is serialization within the original part number).\*\*

(7) Lot or batch number (if there is serialization within the lot or batch number).\*\*

(8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number N/A, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

## 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

“Reparable” means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

“Serially managed item” means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

“Supply condition code” means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel

(see <http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).

“Unique item identifier (UII)” means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

“Unit acquisition cost” has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
  - (i) Bagged or tagged code (for items too small to individually tag or mark).
  - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
  - (iii) Effective date (date the mark is applied).
  - (iv) Added or removed code/flag.
  - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
  - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
  - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
  - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
  - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlms/eLibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).
- (g) Procedures for updating the IUID Registry.
  - (1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—



- (i) Received by the Contractor;
  - (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
  - (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
  - (iv) Disposed of; or
  - (v) Transferred to a follow-on or other contract.
- (2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:
- (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or
  - (ii) Lost, Theft, Damaged or Destroyed (LTDD) system.
- (3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.
- (End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the effective date of the contract through the end of the period of performance.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.
- (2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.
- (3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

#### 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. ``Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items," defined in the EAR as ``commodities", ``software", and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

#### 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)

(a) Definitions. As used in this clause--

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at [http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2\\_Index.asp](http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp).

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

## 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014)

(a) Definitions. As used in this clause --

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;



(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

<u>Document</u>	<u>Description</u>	<u>Pages</u>	<u>Date</u>
Attachment 1	Contract Security Classification Specification, DD Form 254	17	18 February 2015
Exhibit A	Contract Data Requirements List (CDRL), DD Form 1423 and CDRL Attachments 1, 2 and 3	18	18 February 2015